

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 4th day of May, 1992 between WAYNE M. TURNER AND JANICE A. TURNER, husband and wife

herein called GRANTOR or TRUSTOR. whose mailing address is P. O. Box 413, Panaca, Nevada 89042 STEWART TITLE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and L. S. ENTERPRISES, INC., a Nevada Corporation

herein called BENEFICIARY, WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary a lawful money of the United States the sum of TWENTY-THOUSAND AND NO/100-----(\$20,000.00)----- DOLLARS

and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW, THEREFORE for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter advanced for the account of Trustor by beneficiary with interest thereon, Trustor irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in Lincoln County, Nevada, described as:

The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 24, Township 2 South, Range 67 East, M.D.B.&M., Lincoln County, Nevada.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Note secured by this Deed of Trust payable at Las Vegas, Nevada or as directed. TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues, and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

TO HAVE AND TO HOLD SAID PROPERTY UPON AND SUBJECT TO THE TRUSTS AND AGREEMENTS HEREIN set forth to-wit:

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County.

(WHICH PROVISIONS ARE PRINTED ON THE REVERSE HEREOF) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 17, the amount of fire insurance required by covenant 2 shall be reasonable \$ n/a and with respect to attorney's fees provided for by covenant 7 the percentage shall be %.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Wayne M. Turner, Janice A. Turner by Wayne M. Turner Her Attorney in Fact

STATE OF NEVADA, COUNTY OF CLARK On May 7, 1992 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wayne M. Turner

ESCROW NO. } 92-26-0214-BTN ORDER NO. } WHEN RECORDED MAIL TO: American Commonwealth Mtg., 530 E. St. Louis, Las Vegas, Nevada 89104

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

EVA CHRISTINA FALLEAF Notary Public in and for Said County and State

Lincoln County

STATE OF NEVADA

COUNTY OF CLARK

} ss.

On this 07th day of May, A.D. 1992, personally appeared before me, a notary public, in and for Clark County, Wayne M. Turner known (or proved) to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Janice A. Turner and acknowledged to me that he subscribed the name of Janice A. Turner thereto as principal, and his own name as attorney in fact, freely and voluntarily and for the uses and purposes therein mentioned.



Eva Christina Falleaf
Notary Public in and for said County and State.

FORM NO. 402
DORN PRINTING INC. - (702) 734-0664

92-26-0214-BTN

EXHIBIT "A"

1. DUE ON SALE CLAUSE

It is hereby expressly understood and agreed that this Deed of Trust and the Promissory Note secured hereby, shall become due and payable forthwith, at the option of the Beneficiary, if the title thereto shall become vested in any other person or persons in any manner whatsoever.

2. HOMESTEAD WAIVER

The Trustor's execution of this Deed of Trust waives any and all rights they may have acquired under the Homestead Law, State of Nevada, and any recorded Homesteads shall be subordinated and junior to any evidence of any indebtedness secured by this Deed of Trust.

Wayne M. Turner

WAYNE M. TURNER

Janice A. Turner

JANICE A. TURNER
By Wayne M. Turner her attorney in fact.

098427
AND RECORDED AT REQUEST OF
Dominick Belingheri
May 14, 1992
20 MINUTES PAST 2 O'CLOCK
P.M. IN BOOK 101 OF OFFICIAL
RECORDS, PAGE 216 LINCOLN
COUNTY, NEVADA.
YURIKO SETZER
COUNTY RECORDER

By *Yuriko Setzer*, deputy